

SULLIVAN AND COMPANY, LLC

SULLIVAN OSAGE, LLC
PRODUCERS OF OIL AND GAS

Boulder Towers
1437 South Boulder, Suite 1200
TULSA, OKLAHOMA 74119-3636

TELEPHONE
918/584-4288 x106

FACSIMILE
918/584-4220

February 26, 2015

United States Environmental Protection Agency
Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

**RE: Transfer of Interest
SWD Wells
Osage County, Oklahoma**

OS 6010
OS 4523
OS 3625
OS 6170
OS 6063
OS 5735
OS 6056

Dear Ladies & Gentlemen:

Enclosed please find seven (7) approved Assignments from Sullivan Osage, LLC to Scout Energy Group I, LP covering interest in salt water disposal wells in Osage County. Sullivan Osage, LLC sold and assigned their interest to Scout and as we are receiving the approved assignments, we are forwarding on to you in order that you may update your records also.

Please advise if you have any questions. Thank you.

Sincerely,

Lisa Coats

Lisa Coats
Landman

/lc
Enclosures

cc: BIA - Osage/EPA
First National Bank Building
100 W. Main St., Suite 304
Pawhuska, OK 74056

RECEIVED
SOURCE WATER
PROTECTION BRANCH
15 MAR -9 AM 9:38
6WQ-S

FORM F

Approved by the Secretary of the Interior

March 20, 1952

CONTRACT NUMBER

14-20-G06-19625

OSAGE MINING LEASES

(Must be executed in duplicate)

Farmland #16-9

Farmland #18-9

Farmland #16-9

Assignment of Oil and Gas Mining Lease

RECEIVED

SCOUT ENERGY

WHEREAS, The Secretary of the Interior has heretofore approved Oil & Gas mining lease, dated October 31, 2005 Entered into by and between

Sullivan and Company, LLC 1437 S. Boulder Ave., Suite 1200 Tulsa, OK 74119

lessee, and the
Osage Tribe of Indians, lessor, covering the following described land in the Osage Reservation, State of Oklahoma:

NE/4 of Section 9-24N-6E

Now, therefore, for and in consideration of (\$ 10.00), dollars the receipt of which is hereby acknowledged, the said
Sullivan Osage, LLC

the lessee in the above described lease, hereby bargains, sells, transfers, assigns and conveys 100% of its

right, title and interest of the lessee in and to said lease, subject to the approval of the Secretary of the Interior, to:

Scout Energy Group I, LP

14400 Midway Road, Dallas, TX 75244

In Witness whereof the said lessee has hereunto set his hand this 18th day of July 2014

ATTEST:

Secretary
(SEAL)

Sullivan Osage, LLC

R.J. Sullivan, Jr., Co-Manager

ACKNOWLEDGEMENT OF INDIVIDUAL

STATE OF Oklahoma COUNTY OF Tulsa, SS:

Before me, a Notary Public, in and for said County and State on this 18th day of July 2014

personally appeared R.J. Sullivan, Jr.

to me known to be the identical person who executed the within and foregoing and annexed instrument for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

WILLIAM O. SULLIVAN
NOTARY PUBLIC
TULSA COUNTY, STATE OF OKLAHOMA
COMMISSION NO. 07010108
EXPIRES 10-17-2015

My commission expires

William O. Sullivan
Notary Public William O. Sullivan

ACKNOWLEDGMENT OF CORPORATION

STATE OF _____ COUNTY OF _____, SS:

On this _____ day of _____ A.D. _____ before me, a Notary Public within and for the State

and County aforesaid, personally appeared _____ and _____

_____ to me personally known who, being by me duly sworn did each say that _____

_____ is the _____ president and _____

_____ is the secretary of _____

_____ a corporation, and that the seal affixed to the foregoing and annexed instrument is the corporate

seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board

of directors; and said _____
and _____ duly acknowledged that they each had in their said
official capacities executed the foregoing instrument as the act and deed of the said company for the consideration and
purposes therein mentioned and set forth, I do hereby so certify.

Witness my hand and seal on this _____ day of _____ 20 _____

Notary Public

My commission expires _____

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby
accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of
lease, when assigned, and the rules and regulations of the Secretary of the Interior, so far as applicable thereto and to furnish
proper bond guaranteeing a faithful compliance with said lease and this assignment.

In Witness Whereof, the said assignee hereunto set his hand and seal the 18th day of July 2014.

Attest:

Secretary

(SEAL)

Scout Energy Group I, LP

[Signature]

Jon C. Piot, Managing Director

CONSENT OF SURETY

The _____ of _____ on the bond
surety for _____
accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and
agrees that their original bond shall remain in full force and effect.

Dated at _____ this _____ day of _____ 20 _____

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
OSAGE AGENCY
PAWHUSKA, OKLAHOMA

Approved:

Under the authority delegated by 200 DM 1,
209 DM 8, 230 DM 1, 3 IAM 4.1
and Muskogee Area Addendum
9901 to 3 IAM 4 issued June 22, 1999.

The within assignment is hereby approved pursuant to authority
delegated by 25 CFR 226.15 (b)

[Signature]
SUPERINTENDENT
JAN 0 8 2015

SCOUT

14400 Midway Road, Dallas, TX 75244
972-246-8303 | www.scoutep.com

August 22, 2014

Superintendent Robin Phillips
Osage Agency - Bureau of Indian Affairs
813 Grandview
Pawhuska, Ok 74056

RE: Osage Mining Leases Collective Bond

Dear Superintendent Phillips,

An incorrect bond form was originally submitted with our assignments. Please find enclosed the correct Form G, Osage Mining Leases Collective Bond and corresponding bond for Scout Energy Management LLC.

If you have any questions or concerns, or need more information please contact me.

Regards,



Kim Brand
Regulatory Analyst
972-246-8303

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

OSAGE MINING LEASES COLLECTIVE BOND

KNOW ALL MEN BY THESE PRESENT, That we, Scout Energy Management LLC
of 14400 Midway Road, Dallas, TX 75244

as principal and U.S. Specialty Insurance Company
of 13403 Northwest Freeway, Houston, TX 77040, as surety, are held and firmly bound unto the United States of America in the sum of Fifty Thousand dollars (\$50,000), lawful money of the United States, for the payment of which, will and truly to be made, we bind ourselves and each of us, our and each of our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of July, 2014

The condition of this obligation is such that, whereas the said Scout Energy Management LLC, principal, as lessee, has heretofore or may hereafter enter into oil mining leases with the Osage Tribe in Oklahoma, as lessor, of various dates and periods of duration, covering the lands described in such leases, which leases have been or may hereafter be approved by the Secretary of the Interior or his authorized representative and the identification of which herein is expressly waived by both principal and surety hereto.

WHEREAS the principal and surety agree that the coverage of this bond shall extend to and include all extensions and renewals of leases covered by this bond, such coverage to continue without any interruption due to the expiration of the term set forth therein.

WHEREAS the surety hereby waives any right to notice of any modification of any such lease or permit, or obligation thereunder whether effected by extension of time for performance, by commitment of such lease to unit, cooperative, or communitization agreement, by waiver, suspension, or change in rental, except an increase thereof, by minimum royalty payment, except, an increase thereof, by compensatory royalty payment, or otherwise, this bond to remain in full force and effect notwithstanding.

WHEREAS the principal and surety agree that the neglect or forbearance of the obligee-lessor in enforcing the payment of any rental or royalty or the performance of any other covenant, condition, or agreement of any such lease shall not in any way release the principal and surety, or either of them from any liability under this bond; and

WHEREAS the principal and surety agree that in the event of any default under any such lease the obligee-lessor may commence and prosecute any claim suit, action, or other proceeding against the principal and surety, or either of them, without the necessity of joining the other.

Now, if the said principal herein shall faithfully carry out and observe all the obligations assumed in said leases to which Scout Energy Management LLC is now or may hereafter become a party and shall observe all the laws of the United States and regulations made, or which shall be made, thereunder for the government of trade and intercourse with Indian tribes, and all rules and regulations that have been or shall hereafter be lawfully prescribed by the Secretary of the Interior to such oil mining leases and to the development thereof, and shall in all particulars comply with the provisions of said leases, rules and regulations then this obligation shall be null and void, otherwise to remain in full force and effect.

The rate of premium charged on this bond is \$ 30/1000 ; the total premium paid is \$1,500.00

Signed and sealed in the presence of ---

WITNESSES:*

BY: [Signature]
Jon P. H.

P.O. 14400 Midway Road, Dallas, TX 75244

BY: [Signature]
Kim Brand

P.O. 14400 Midway Road, Dallas, TX 75244

BY: [Signature]
Wendy E. Pierson

P.O. 777 Post Oak Blvd., Suite 330, Houston, TX 77056

BY: [Signature]
Roxanne Jimenez

P.O. 777 Post Oak Blvd., Suite 330, Houston, TX 77056

P.O. _____

P.O. _____

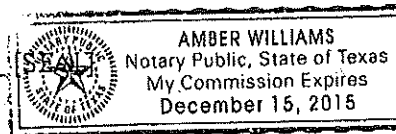
P.O. _____

P.O. _____

*Two witnesses to each signature

Scout Energy Management LLC

as to [Signature]
AMBER WILLIAMS



U.S. Specialty Insurance Company

as to [Signature] [SEAL]
Michele K. Tyson, Attorney-in-Fact

as to _____ [SEAL]

as to _____ [SEAL]

DEPARTMENT OF THE INTERIOR.
BUREAU OF INDIAN AFFAIRS
OSAGE AGENCY
PAWHUSKA, OKLAHOMA

The within bond is hereby approved pursuant to authority delegated by 25 CFR 226.46.
Approved:

Under the Authority delegated by 209 DM 8,
230 DM 1, 3 IAM 4.1 and Muskogee Area
Addendum 9901 to 3 IAM 4 issued June 22, 1999.

Superintendent

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

- 1 To obtain information or make a complaint:
- 2 You may contact your agent.
- 3 You may call the company's toll free telephone number for information or to make a complaint at:

1-800-486-6695

- 4 You may also write to the company:

601 S. Figueroa St., Suite 1600
Los Angeles, CA 90017

- 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

- 6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax No.: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

7

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

8

This notice is for information only and does not become part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Puede comunicarse con su agente.

Usted puede llamar de numerero de telefono gratis de la compania para informacion o para someter una queja al:

1-800-486-6695

Usted tambien puede escribir a la compania:

601 S. Figueroa St., Suite 1600
Los Angeles, CA 90017

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax No.: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la companie primero. Si no se resuelve la disputa, prede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Edwin H. Frank, III, Michele K. Tyson or W. Russell Brown, Jr. of Houston, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 8, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be It Resolved, that the President, any Vice President, any Assistant Vice President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this
July 8, 2014

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

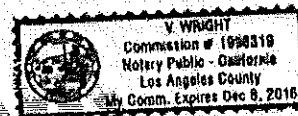
On July 8, 2014, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

V. Wright

(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of July, 2014

Corporate Seals

Bond No. B008854
Agency No. #8353



Jeannie Lee, Assistant Secretary